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12  
13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15

16 AMAZON CONTENT SERVICES LLC;  
17 APPLE VIDEO PROGRAMMING LLC;  
18 COLUMBIA PICTURES INDUSTRIES,  
INC.; DISNEY ENTERPRISES, INC.;  
19 NETFLIX US, LLC; PARAMOUNT  
PICTURES CORPORATION;  
20 UNIVERSAL CITY STUDIOS  
PRODUCTIONS LLLP; UNIVERSAL  
CITY STUDIOS LLC; and WARNER  
BROS. ENTERTAINMENT INC.,

21 Plaintiffs,

22 vs.

23 ZACHARY ADAM-LAYNE DEBARR;  
24 ILOCKSPORTS LLC; and Does 1-10  
d/b/a outerlimitsiptv.com and  
25 outerlimitshosting.net,

26 Defendants.  
27  
28

Case No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Assigned to the Hon.

Dept.:

Action Filed: March 4, 2025

Plaintiffs assert the following claims for direct and secondary copyright infringement under the Copyright Act (17 U.S.C. § 101 *et seq.*) against Zachary Adam-Layne DeBarr (“DeBarr”); his company, iLockSports LLC (“iLockSports”); and Does 1-10 (“Does”) responsible for the infringing streaming service Outer Limits IPTV, operating at the domains outerlimitsiptv.com and outerlimitshosting.net (DeBarr, iLockSports, and Does together, “Defendants”), which together cause irreparable harm to Plaintiffs. Plaintiffs allege the facts set forth below on personal knowledge as to themselves and on information and belief as to others.

## I. INTRODUCTION

1. Mass copyright infringement is a worldwide problem that seriously harms Plaintiffs, the U.S. economy, and economies around the globe. Plaintiffs and their affiliates are producers and distributors of filmed entertainment in the theatrical, television, and streaming industries, and they create many of the world’s most popular and critically acclaimed movies and television shows. Beyond their inherent artistic and entertainment value, these copyrighted works contribute substantially to the U.S. economy. The American film and television industry alone supports 2.4 million jobs, pays out \$186 billion in total wages, and comprises more than 122,000 businesses in all 50 states (92% of which are small businesses employing fewer than ten people).<sup>1</sup>

2. Online piracy services and their operators pose a serious threat to this creative marketplace. In 2023, there were an estimated 185.6 billion visits to film

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<sup>1</sup> *The American Motion Picture and Television Industry: Creating Jobs, Trading Around the World*, MOTION PICTURE ASSOCIATION (2023), [https://www.motionpictures.org/wp-content/uploads/2023/01/MPA\\_US\\_Economic\\_Contribution\\_2021\\_Final.pdf](https://www.motionpictures.org/wp-content/uploads/2023/01/MPA_US_Economic_Contribution_2021_Final.pdf).

1 and television piracy sites globally.<sup>2</sup> A U.S. Chamber of Commerce report estimates  
 2 that global online theft of copyrighted movies and television shows cost the U.S.  
 3 economy at least \$29.2 billion in lost revenue each year.<sup>3</sup> That same study estimates  
 4 that mass copyright infringement has reduced industry jobs by between 230,000 and  
 5 560,000 in just one year.<sup>4</sup>

6 3. The Motion Picture Association (“MPA”) and the Alliance for  
 7 Creativity and Entertainment (“ACE”) have supported Plaintiffs’ investigation of  
 8 this action. The MPA is a trade association that serves as a leading global advocate  
 9 for the film, television, and streaming industries. Drawing on the MPA’s anti-piracy  
 10 resources, ACE is a global coalition of media and entertainment companies that is  
 11 committed to protecting creativity and reducing piracy. Together, the MPA and  
 12 ACE protect creators’ intellectual property rights, including by developing public  
 13 policy, investigating piracy, managing outreach to mass infringers to cease their  
 14 illegal operations, and supporting civil enforcement actions against mass infringers  
 15 if they refuse to cease operations.

16 4. DeBarr is one such mass infringer. Specifically, DeBarr and those  
 17 acting in concert with him, including Does, operate an extensive and commercially-  
 18 scaled internet protocol television (“IPTV”) service named Outer Limits IPTV  
 19 (“Outer Limits” or the “Infringing Service”) that offers unauthorized access to live  
 20 channels and video-on-demand (“VOD”) streams of Plaintiffs’ copyrighted movies  
 21 and television shows. DeBarr makes money by selling subscriptions to his

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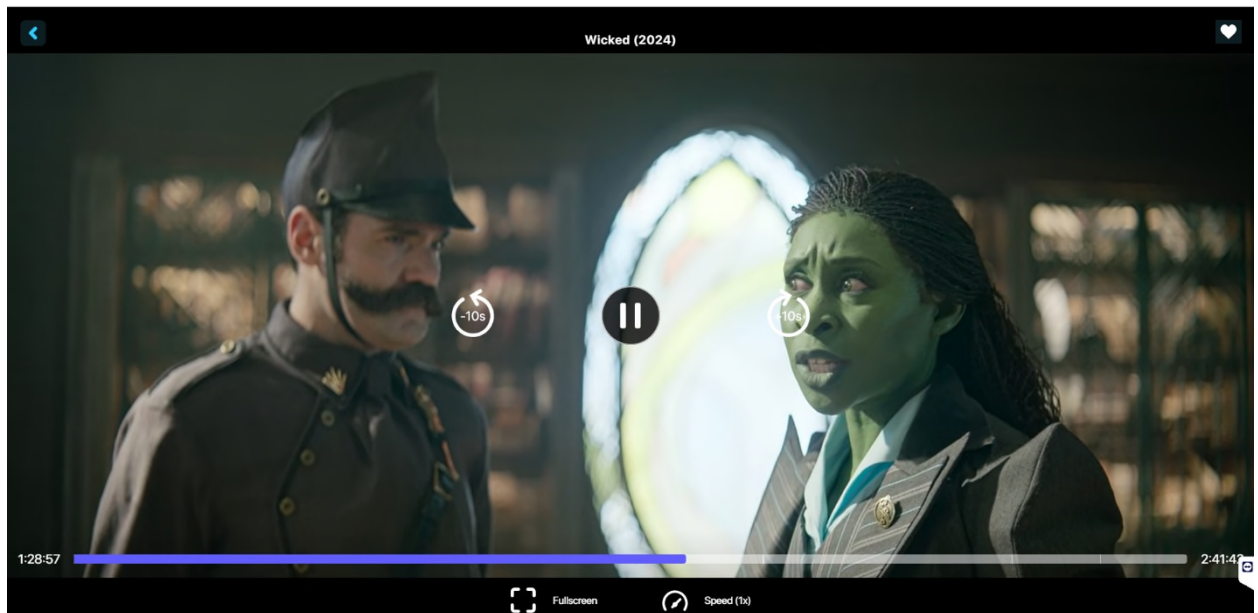
22  
 23 <sup>2</sup> 2023 *Movie & TV Piracy Trends Worldwide*, ALLIANCE FOR CREATIVITY AND  
 24 ENTERTAINMENT (January 2025), [https://www.alliance4creativity.com/wp-](https://www.alliance4creativity.com/wp-content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-092724.pdf)  
 25 [content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-](https://www.alliance4creativity.com/wp-content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-092724.pdf)  
 26 [092724.pdf](https://www.alliance4creativity.com/wp-content/uploads/2025/01/WDWK-About-Movie-TV-Global-Piracy-Trends-092724.pdf)

26 <sup>3</sup> DAVID BLACKBURN ET AL., U.S. CHAMBER OF COMMERCE, IMPACTS OF DIGITAL  
 27 VIDEO PIRACY ON THE U.S. ECONOMY (June 2019),  
 28 [https://www.uschamber.com/assets/documents/Digital\\_Video\\_Piracy\\_June\\_2019.p](https://www.uschamber.com/assets/documents/Digital_Video_Piracy_June_2019.pdf)  
 df.

<sup>4</sup> *Id.* at 14.

Infringing Service directly to the public, but he pays nothing to Plaintiffs for the copyrighted works he exploits.

5. DeBarr's mass infringement scheme is willful. DeBarr profits from unauthorized exploitation of many of Plaintiffs' most popular movies and television series, including, for example, Universal City Studios Productions LLLP's ("Universal") popular and recent smash hit, *Wicked*, as seen in the below screenshot from his service:



*Figure 1: Universal's Wicked illegally streaming on Outer Limits*

6. DeBarr has an extensive history of illegally profiting from content theft and has engaged in mass infringement for years. In 2017, he was selling illegally modified Fire TV Stick devices that were used to access a vast library of movies and television shows. Two years later, in 2019, he was reselling subscriptions to two illegal streaming services, Nitro TV<sup>5</sup> and Glitch TV, which provided users access to unauthorized content. In or around March 2020, DeBarr began operating and selling subscriptions to his own illegal streaming service, Outer

<sup>5</sup> The operators of Nitro TV were held liable for their infringing activities and ordered to pay Plaintiffs statutory damages of \$51,600,000 plus interest. *See Columbia Pictures Indust., Inc., et al. v. Alejandro Galindo, et al.*, 2:20-cv-03129-SVW-GJSx (C.D. Cal.), ECF No. 237, Judgment.

1 Limits, through which he profits more directly by selling unauthorized access to  
2 popular movies, shows, and television channels.

3 7. DeBarr provides Outer Limits' subscribers with access to a library of  
4 more than 13,000 movie titles and over 3,000 television series, as well as over 4,000  
5 pirated channels, including international content and live sports events. DeBarr's  
6 subscribers pay a subscription fee ranging from \$20 per month to \$200 per year to  
7 access this content. This is infringement of Plaintiffs' copyrighted works on a  
8 massive scale.

9 8. Because DeBarr has knowingly disregarded the obligation to pay for  
10 the content he illegally streams—and therefore does not abide by any restrictions on  
11 use or pay any fees—he competes on unfair terms. DeBarr has amassed a  
12 significant library of content on his service by disregarding ownership rights or  
13 exclusive terms that apply. Because he pays nothing to obtain the content he steals,  
14 he charges consumers subscription fees well below what consumers would  
15 otherwise pay to access the same content through legitimately licensed distribution  
16 platforms. This harms Plaintiffs, their legitimate businesses models, and their  
17 legitimate distribution partners.

18 9. DeBarr knows he has no right to do any of this and that his activities  
19 amount to copyright infringement and unfair competition. Yet, he continues to  
20 operate Outer Limits with willful disregard for the illegality of his actions. Plaintiffs  
21 have tried since as far back as 2020 to get DeBarr to stop infringing without the  
22 need for court intervention. While Plaintiffs were attempting to engage with  
23 DeBarr, Outer Limits temporarily went offline. Outer Limits later resumed service  
24 despite Plaintiffs' clear notice to DeBarr. Earlier this year, in May 2024, Plaintiffs  
25 again tried to resolve this matter with DeBarr directly to avoid further escalation.  
26 Plaintiffs made numerous attempts to contact DeBarr in person, over the phone, by  
27 email, and through mail delivery. DeBarr has not responded to any of Plaintiffs'  
28 communications, thus forcing Plaintiffs to file this lawsuit so they can protect their

rights and prevent DeBarr's ongoing infringement.

10. DeBarr and the Does' ongoing infringement diverts customers and revenue from Plaintiffs, and usurps Plaintiffs' right to control their copyrighted works and right to determine the terms on which those works are provided to consumers. Without intervention, these harms will only grow as DeBarr and those in concert with him, including Does, expand both their customer bases and their illegal content offerings.

## II. PLAINTIFFS

11. Plaintiff Amazon Content Services LLC ("Amazon") is a corporation duly organized under the laws of the State of Delaware with its principal place of business in Seattle, Washington. Amazon owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

12. Plaintiff Apple Video Programming LLC ("Apple") is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Culver City, California. Apple owns or controls the copyrights or exclusive rights in the content that it or its affiliates produce or distribute.

13. Plaintiff Columbia Pictures Industries, Inc. ("Columbia") is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Culver City, California. Columbia owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

14. Plaintiff Disney Enterprises, Inc. ("Disney") is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Burbank, California. Disney owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

15. Plaintiff Netflix US, LLC ("Netflix") is a corporation duly incorporated under the laws Delaware with its principal place of business in Los Angeles, California. Netflix owns and controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.



16. Plaintiff Paramount Pictures Corporation (“Paramount”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Los Angeles, California. Paramount owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

17. Plaintiff Universal is a limited liability limited partnership duly organized under the laws of the State of Delaware with its principal place of business in Universal City, California. Universal owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

18. Plaintiff Universal City Studios LLC (formerly known as Universal City Studios LLLP and Universal City Studios, Inc.) (“UCS”) is a limited liability company duly organized under the laws of the State of Delaware with its principal place of business in Universal City, California. UCS owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

19. Plaintiff Warner Bros. Entertainment, Inc. (“Warner Bros.”) is a corporation duly incorporated under the laws of the State of Delaware with its principal place of business in Burbank, California. Warner Bros. owns or controls copyrights or exclusive rights in content that it or its affiliates produce or distribute.

### III. THE COPYRIGHTED WORKS

20. Exhibit A to this Complaint contains a representative list of Plaintiffs’ feature-length motion pictures and television shows, along with their registration numbers, the registered copyright owner(s), and the date of registration, that DeBarr has infringed (the “Copyrighted Works”).<sup>6</sup> Plaintiffs have timely obtained Certificates of Copyright Registration for their Copyrighted Works.

### IV. DEFENDANTS

21. Defendant Zachary Adam-Layne DeBarr is an individual residing in

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<sup>6</sup> The Copyrighted Works include but are not limited to the representative list of infringed works set forth in Exhibit A. Plaintiffs will supplement this list as appropriate such as, for example, to calculate damages.

1 Murrieta, California. The available evidence shows that DeBarr previously or  
 2 currently owns and operates an online infringing service branded as Outer Limits.  
 3 DeBarr uses the following two primary domains to offer Outer Limits:  
 4 outerlimitshosting.net and outerlimitsiptv.com (together, the “Infringing Domains”).  
 5 Outer Limits provides access to hundreds of live channels, as well as more than a  
 6 thousand movie titles and television episodes.

7 22. iLockSports LLC is a California limited liability company with its  
 8 principal place of business at 41949 Zafra Street, Murrieta, California 92562. On  
 9 information and belief, iLockSports is an alter ego of DeBarr because, among other  
 10 things, DeBarr uses the company to accept payments for Outer Limits; iLockSports  
 11 does not respect corporate formalities, resulting in the California Secretary of State  
 12 issuing penalty and delinquency notices to iLockSports for failure to file a  
 13 Statement of Information; and the registered address for iLockSports is also  
 14 DeBarr’s home address.

15 23. On information and belief, Does 1-10 are individuals or entities  
 16 responsible for, or doing business as, the Infringing Domains and working in active  
 17 concert with each other and DeBarr to knowingly and willfully offer for sale the  
 18 Infringing Service through the Infringing Domains and selling the Infringing  
 19 Service to residents in the United States, including in this District.

## 20 V. JURISDICTION & VENUE

21 24. This Court has original subject matter jurisdiction over Plaintiffs’  
 22 federal copyright claims pursuant to 28 U.S.C. §§ 1331, 1338(a), and 17 U.S.C.  
 23 § 501(b).

24 25. DeBarr is subject to personal jurisdiction because he resides in  
 25 Murrieta, California, and he directs his infringement of Plaintiffs’ Copyrighted  
 26 Works from this jurisdiction.

27 26. iLockSports is subject to personal jurisdiction because it is  
 28 incorporated in and has its principal place of business in Murrieta, California. On



1 information and belief, iLockSports is owned and controlled by DeBarr.

2 27. Defendants are also subject to personal jurisdiction because  
 3 Defendants know that their unauthorized exploitation of the Copyrighted Works  
 4 harms Plaintiffs in California, they are entering into contracts with California  
 5 residents, they are directing the infringing activity from this jurisdiction, and they  
 6 are directing the illegal revenues obtained from operation of the Infringing Service  
 7 to this jurisdiction.

8 28. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b),  
 9 1400(a).

## 10 VI. FACTUAL BACKGROUND

### 11 A. Plaintiffs and Their Copyrighted Works

12 29. Plaintiffs and/or their affiliates produce and distribute a significant  
 13 portion of the world's most sought-after, critically acclaimed, and award-winning  
 14 movies and television programs. Plaintiffs' ability to invest in and create new  
 15 works, as well as to develop innovative ways to deliver content to consumers,  
 16 depends upon the protection and enforcement of their rights under copyright law.

17 30. Plaintiffs own or hold the exclusive U.S. rights to, among other  
 18 things, reproduce, distribute, and publicly perform (including by means of  
 19 streaming those works over the internet) the Copyrighted Works.

20 31. Numerous legitimate channels exist for Plaintiffs' Copyrighted  
 21 Works. Plaintiffs, themselves or through their affiliates, authorize the distribution  
 22 and public performance of the Copyrighted Works in various formats and through  
 23 multiple distribution channels, including, by way of example: (a) through  
 24 authorized cable and direct-to-home satellite services (including basic, premium,  
 25 and "pay-per-view"); (b) through authorized internet VOD services, including  
 26 Amazon Prime, Disney+, Apple TV+, Google Play, Netflix, Paramount+, Hulu, and  
 27 Peacock; (c) through authorized internet or over-the-top streaming services,  
 28 including those offered by Hulu TV, Fubo TV, Sling TV, YouTube TV, and others;

(d) for private home viewing on DVD, Blu-ray, and UHD discs; (e) for exhibition in theaters; (f) for pay television; and (g) for over-the-air broadcast television.

32. Plaintiffs have not authorized DeBarr to stream, distribute, publicly perform, or reproduce any of the Copyrighted Works, or to exercise any of Plaintiffs' other exclusive rights under the Copyright Act, 17 U.S.C. § 106.

### **B. DeBarr's Long History of Infringing Activities**

33. Plaintiffs' investigation has uncovered DeBarr's long history of brazen disregard for copyright laws.

34. In 2017, for example, DeBarr was selling illegally modified Fire TV Stick devices that were used to access unauthorized movies and television shows. DeBarr publicly advertised these devices for the purpose of accessing unauthorized movies and television shows on his personal social media pages and sold them on his domain, itruststream.com.

35. Beginning no later than 2019, DeBarr sold access to the illicit streaming services Nitro TV and Glitch TV through the domains nitrotv-iptv.com and glitchtv.com. On information and belief, DeBarr participated in an IPTV reseller network in which he received a commission in exchange for promoting and selling subscriptions to Nitro TV, which was operated by another infringer. Both domains are now inactive, and visitors to DeBarr's Nitro TV domain are redirected to his Outer Limits service.

36. Beginning in or around 2020, DeBarr began selling subscriptions to his own streaming service, Outer Limits, which at the time offered over 5,000 television channels and several hundred VOD titles. DeBarr sold subscriptions to his illegal service on his domain, outerlimitsiptv.com. DeBarr also operated a mirror site at another domain, outerlimitshosting.net, which routed subscribers to a site identical to outerlimitsiptv.com.

37. In 2020, DeBarr's subscription packages ranged from \$20 per month to as high as \$200 per year. Receipts for subscription payments made via PayPal

1 showed that the payment recipient was “iTrustStream,” an alias DeBarr has used  
 2 extensively and that corresponds to several of DeBarr’s known email and social  
 3 media accounts.

4 38. DeBarr publicly advertised Outer Limits on his YouTube channel  
 5 iTrustStream<sup>7</sup>, which had over 100,000 subscribers in 2020. DeBarr regularly  
 6 posted video content and engaged with listeners during live-chat discussions on  
 7 YouTube. Several of the videos uploaded to the iTrustStream YouTube channel  
 8 from 2020 feature DeBarr promoting Outer Limits.

9 39. In June 2020, for example, DeBarr uploaded a video that is still  
 10 available online<sup>8</sup> of a recorded live chat on YouTube that attracted an active,  
 11 participating live audience of over 100 people, during which DeBarr fielded  
 12 questions about Outer Limits, described how Outer Limits’ subscribers could  
 13 submit support tickets, and gave away free subscriptions to Outer Limits. DeBarr  
 14 told his audience that he liked running Outer Limits’ day-to-day operations but  
 15 needed “more help on backend stuff,” including hiring “admins” to provide  
 16 additional customer service.

17 40. In a September 2020 video that is still available on DeBarr’s  
 18 YouTube channel,<sup>9</sup> DeBarr claimed that Outer Limits provided the same access to  
 19 out-of-market NFL football games as NFL Sunday Ticket, but at a far lower price  
 20 and with no contract. DeBarr also seemed to imply that Outer Limits was not  
 21 authorized to distribute this content, saying “we don’t know how long it’s going to  
 22 last.” As shown in the screenshot on the following page, DeBarr’s video description  
 23 included a link to Outer Limits’ website.

24  
 25  
 26 <sup>7</sup> <https://www.youtube.com/@iTrustStream>

27 <sup>8</sup> <https://www.youtube.com/watch?v=fMg1-SsssMw&t=5594s>

28 <sup>9</sup> <https://www.youtube.com/watch?v=XuZm16FdBFk>

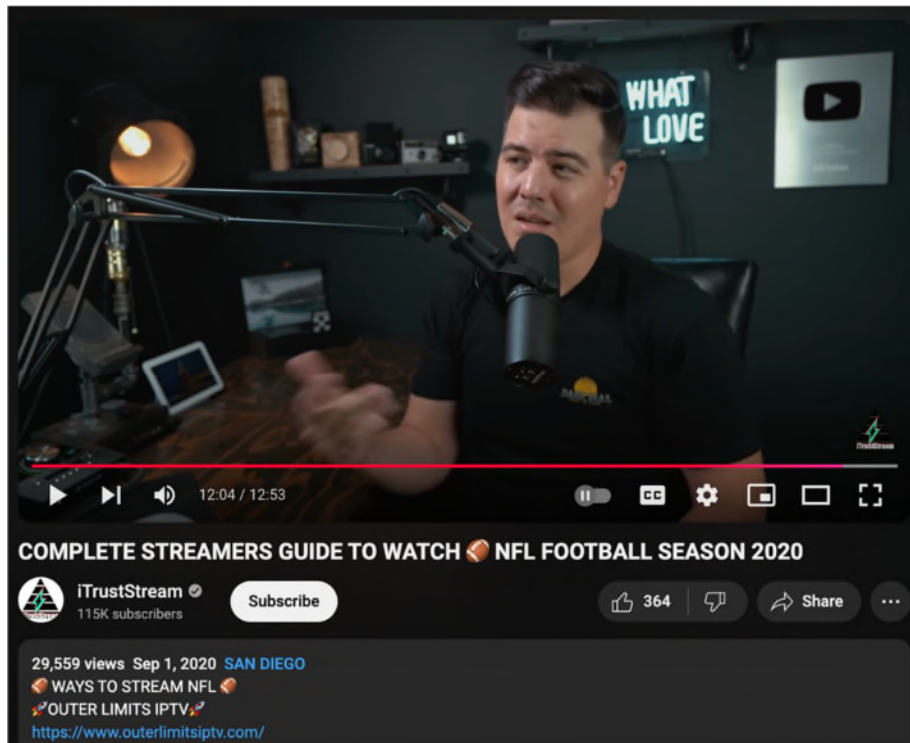


Figure 2: DeBarr promoting Outer Limits through his iTrustStream YouTube account

41. DeBarr also maintained a now-defunct Outer Limits YouTube channel, @Outer Limits IPTV, that had over 9,000 subscribers. That channel's contact information listed the email address debarrsdailyvlog@gmail.com, which DeBarr previously used for several of his social media profiles.

### C. Plaintiffs Attempted to Resolve the Issue Without Court Intervention in 2020, But DeBarr Refused to Cooperate

42. In light of the clear evidence linking DeBarr to continuous and repeated infringement, Plaintiffs sent DeBarr a notice letter in September 2020 demanding that he cease operating Outer Limits.

43. Plaintiffs followed up with DeBarr several times in late 2020 and early 2021, via phone calls and correspondence to his email address, itruststream@gmail.com.

44. Plaintiffs were unable to reach a resolution with DeBarr. In November 2020, while the parties' discussions were continuing, Outer Limits went temporarily offline.

**D. DeBarr's Continued Infringement of Plaintiffs' Copyrighted Works**

45. Plaintiffs continued monitoring DeBarr's Infringing Service after it went offline. Plaintiffs discovered that, in or around August 2021, DeBarr resumed operating Outer Limits.

46. Through the Infringing Domains and Infringing Service, DeBarr and any unnamed co-conspirators violate Plaintiffs' rights in the Copyrighted Works on a massive scale. Combined, the Infringing Domains receive nearly 300,000 visits annually, with an average of almost 30,000 monthly visitors. These figures substantially underestimate the true extent of DeBarr's mass infringement because, as explained further below, DeBarr provides access to his illicit content through third-party media players. DeBarr's subscribers, therefore, only need to visit the Infringing Domains when they first make a purchase or to renew their subscriptions, rather than each time they illegally access the Copyrighted Works.

47. Outer Limits offers its subscribers more than 4,000 live channels through its IPTV service, as well as more than 13,000 movies and more than 3,000 television series through its VOD service. These massive unlicensed IPTV and VOD libraries provide subscribers with unauthorized access to thousands of Plaintiffs' Copyrighted Works, a small representative sample of which are listed in Exhibit A to this Complaint.

48. Outer Limits sells subscriptions to users through the Infringing Domains. DeBarr offers customer subscription packages for Outer Limits IPTV at prices ranging from \$20 per month to \$200 per year—depending on the package and the number of devices selected. Three of DeBarr's subscription packages are reflected in the below screenshot.



Figure 3: Three of Outer Limits' subscription packages

49. After purchasing a subscription, DeBarr provides his customers with an email containing a username and password, as well as an access link with instructions to download a supported third-party IPTV media player. A redacted screenshot of DeBarr's email to subscribers is depicted below.

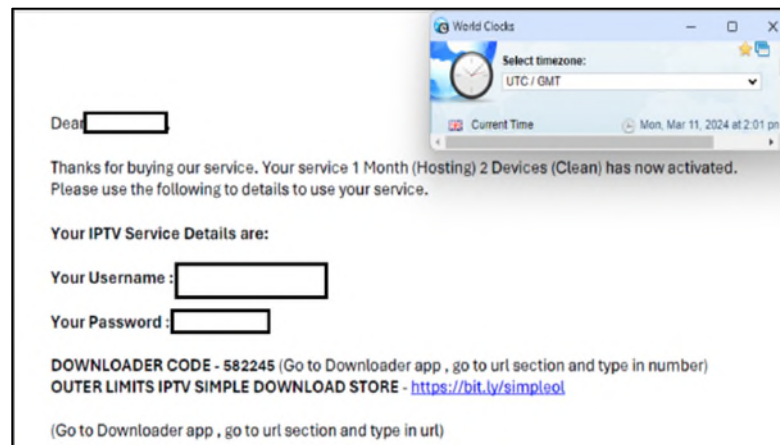


Figure 4: Email explaining how to access Outer Limits



50. DeBarr's subscribers can select between several third-party IPTV media players that can be downloaded directly to mobile devices, computers, and smart TVs to provide direct access to Outer Limits. The screenshot below depicts the Outer Limits' interface showing supported third-party IPTV players that can be used to stream content.

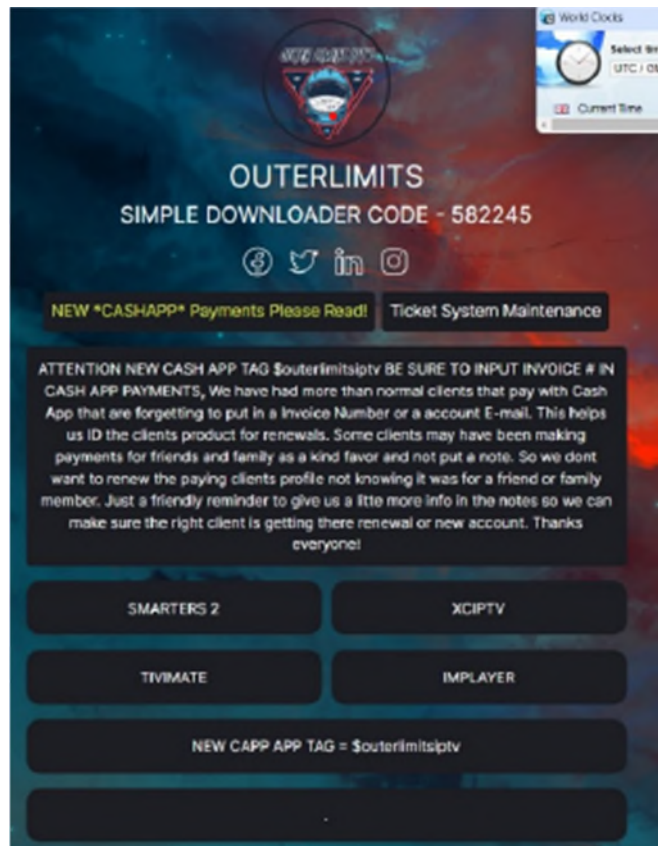


Figure 5: Screenshot showing Outer Limits' supported IPTV players

51. Once a supported third-party IPTV player has been installed, DeBarr grants customers access to Outer Limits' offerings of live television channels, as well as its vast VOD library of movie titles and television episodes. As depicted below, Outer Limits' subscribers can select between "Live TV," "Movies," and

“Series,” and DeBarr also provides a TV guide listing available content.



Figure 6: Subscribers have access to Outer Limits’ Live TV, Movies, and Series libraries

52. The “Live TV” section of Outer Limits provides a substantial collection of television channels, totaling more than 4,000 channels from across the globe. These channels include: (1) Disney’s Disney Channel, FX, NatGeo, Lifetime, The History Channel, ABC, and ESPN; (2) Paramount’s Nickelodeon, Comedy Central, BET, Showtime, and Paramount Network; (3) Universal’s NBC, CNBC, Telemundo, USA Network, and Bravo; and (4) Warner Bros’ CNN, HBO, TLC, and HGTV. As depicted below, Outer Limits has libraries of channels organized by topics such as “Entertainment,” “Family & Kids,” and “Sports.” In the “Entertainment” tab, DeBarr provides Outer Limits subscribers unauthorized access to a slew of Plaintiffs’ channels.

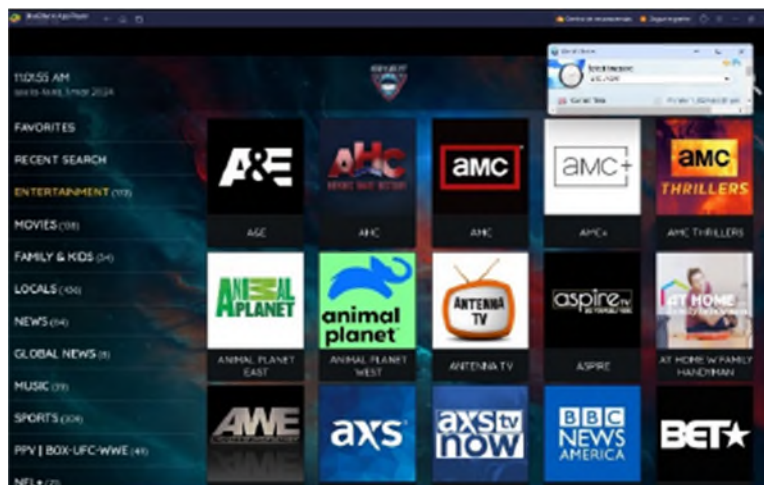


Figure 7: A screenshot from Outer Limits’ library of television channels

53. DeBarr's live television channels are streamed contemporaneously with the original source of the telecast. For example, television programs airing on channels such as A&E and BBC News America through an authorized source (e.g., a cable operator or satellite television provider) also appear on Outer Limits, where the channels are streamed in high definition and with little to no delay. This contemporaneous streaming of the television channels enables Outer Limits' subscribers to view new releases and exclusive programming simultaneously with the original telecast.

54. Outer Limits also offers a substantial number of VOD titles, including over 13,000 movies as well as episodes from over 3,000 television series. The Outer Limits VOD library enables DeBarr to provide subscribers with access to thousands of copyrighted works instantly as if they were available on a legitimate streaming service. In doing so, DeBarr skirts the licensing fees that legitimate streaming services pay to distribute this content.

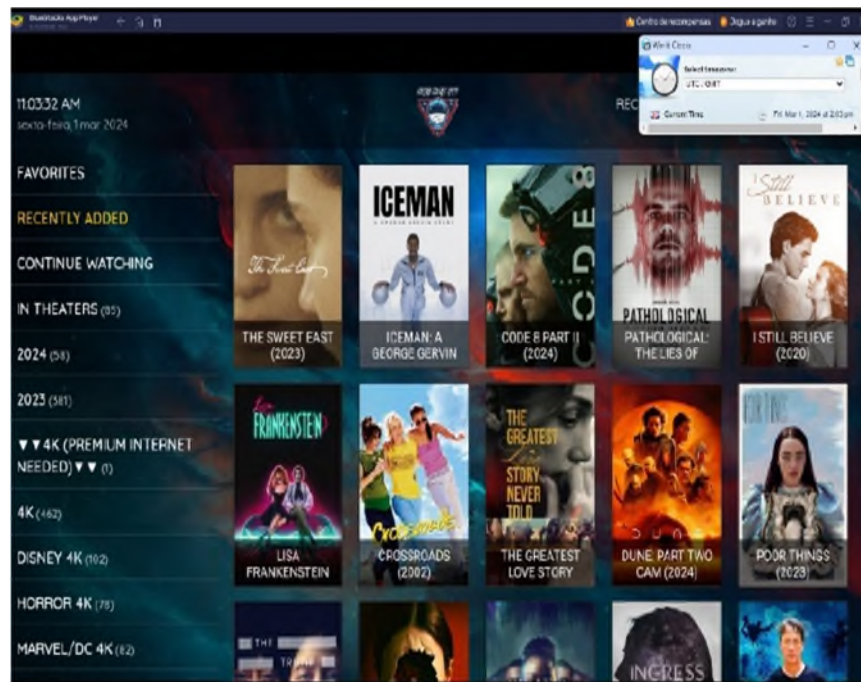


Figure 8: Outer Limits' VOD library interface

55. Included among Outer Limits' VOD titles are popular recent releases, including Disney's *Moana 2* and Columbia's *Bad Boys: Ride or Die*.

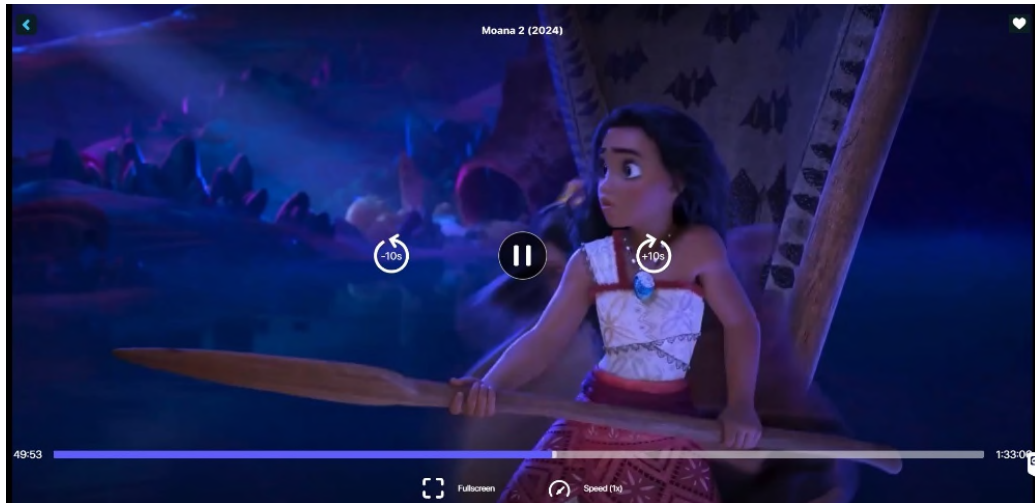


Figure 9: Disney's *Moana 2* streaming on Outer Limits

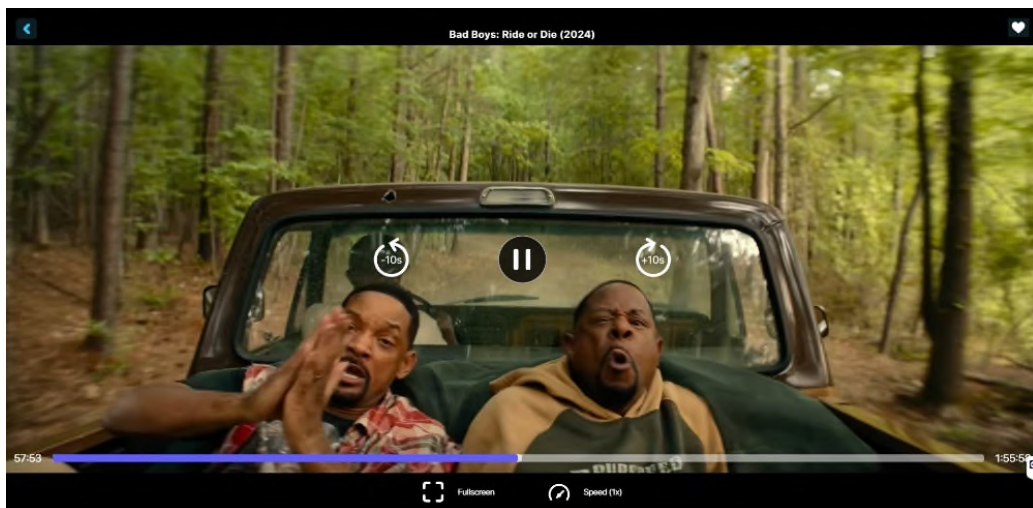


Figure 10: Columbia's *Bad Boys: Ride or Die* streaming on Outer Limits

56. Outer Limits' VOD library is updated regularly with infringing copies of popular new titles, which helps DeBarr attract and retain subscribers to his illegal service.



## E. Plaintiffs Again Seek DeBarr's Cooperation

57. DeBarr was linked to Outer Limits again in 2024 after it was discovered that his company, iLockSports, is referenced in Outer Limits' Terms of Service page.<sup>10</sup> As shown in the below screenshot, the terms state that all transactions will appear on customers' bank statements as "a charge from iLockSports LLC."

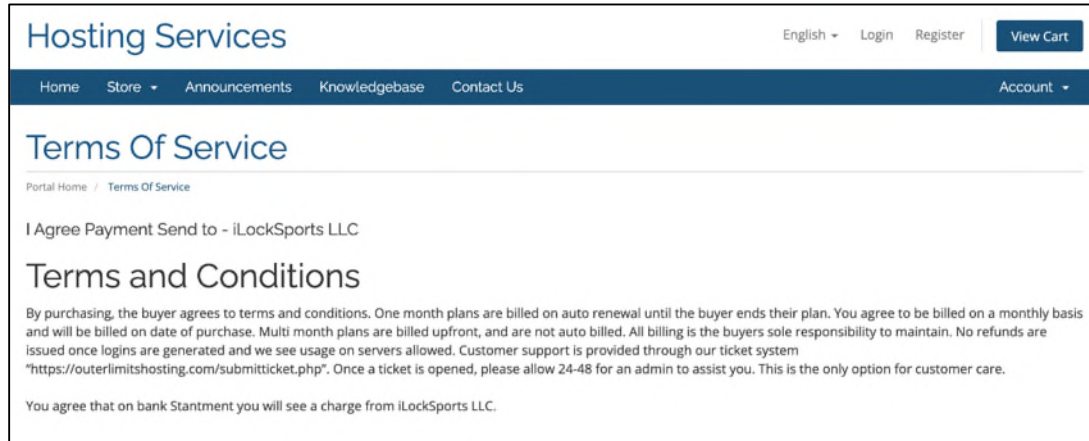


Figure 11: Outer Limits Terms of Service landing page

58. DeBarr, in turn, advertises that he is the owner of iLockSports on his personal Instagram account, @zacdebarr.



Figure 12: DeBarr's Instagram page referencing his relationship to iLockSports

59. California entities iLockSports LLC and Zachary DeBarr LLC are registered to what is, on information and belief, DeBarr's home address: 41949

<sup>10</sup> <https://outerlimitshosting.net/index.php?m=TermsOfService>.

1 Zafra Street, Murrieta, California 92562. This same address is featured on  
 2 iLockSports' homepage at ilocksports.com.

3 60. In addition, iLockSports' website lists the email address  
 4 ilocksports@gmail.com, which is, on information and belief, associated with  
 5 DeBarr.

6 61. In light of the overwhelming evidence that DeBarr continues to  
 7 operate Outer Limits, Plaintiffs sent another notice letter to DeBarr in May 2024  
 8 demanding that he cease operations.

9 62. Plaintiffs have made numerous attempts to reach DeBarr, including  
 10 calling him at multiple phone numbers, emailing him several times, and delivering  
 11 correspondence to his home address. DeBarr has not responded to any of Plaintiffs'  
 12 efforts.

13 63. DeBarr is liable for the mass-scale infringement described herein. He  
 14 continues to operate Outer Limits in concert with his unnamed co-conspirators.

## 15 **VII. CLAIMS FOR RELIEF**

### 16 **FIRST CLAIM FOR RELIEF**

17 ***(By All Plaintiffs Against All Defendants)***

#### 18 **Direct Copyright Infringement – 17 U.S.C. § 501**

19  
 20 64. Plaintiffs incorporate herein by reference each and every averment  
 21 contained in paragraphs 1 to 63, inclusive.

22 65. Under Section 106 of the Copyright Act, Plaintiffs own the exclusive  
 23 rights, including, among others, to reproduce and publicly perform their  
 24 Copyrighted Works.

25 66. Plaintiffs have not authorized Defendants to exercise any of  
 26 Plaintiffs' exclusive rights.

27 67. Defendants have infringed and continue to infringe Plaintiffs'  
 28 Copyrighted Works by violating Plaintiffs' exclusive rights to reproduce the



1 Copyrighted Works. Without Plaintiffs' authorization, Defendants make copies of  
 2 Plaintiffs' Copyrighted Works to amass a VOD library that can then be streamed  
 3 through their Infringing Service. This infringement includes those works contained  
 4 on the representative list of infringed works attached at Exhibit A.

5 68. Defendants have infringed and continue to infringe Plaintiffs'  
 6 Copyrighted Works by violating Plaintiffs' exclusive rights to publicly perform the  
 7 Copyrighted Works. Without Plaintiffs' authorization, Defendants publicly perform  
 8 Plaintiffs' Copyrighted Works, including those works contained on the  
 9 representative list of infringed works attached at Exhibit A, by transmitting  
 10 performances of the Copyrighted Works over the internet to subscribers of the  
 11 Infringing Service.

12 69. Defendants' acts of infringement are willful, deliberate, and  
 13 committed with prior notice and knowledge of Plaintiffs' Copyrighted Works. Each  
 14 Defendant willfully, wantonly, and in conscious disregard and intentional  
 15 indifference to the rights of Plaintiffs made and distributed, caused to be made and  
 16 distributed, and aided, abetted, contributed to, and participated in the unauthorized  
 17 making and distribution of the Infringing Service in the United States, including in  
 18 this District.

19 70. Each Defendant either knew, or should have reasonably known, that  
 20 Plaintiffs' Copyrighted Works were protected by copyright and that their actions  
 21 infringed on Plaintiffs' copyrights. Each Defendant continues to infringe upon  
 22 Plaintiffs' rights in and to the various Copyrighted Works.

23 71. As a direct and proximate result of the infringements by Defendants,  
 24 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at  
 25 trial.

26 72. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are  
 27 entitled to an order that Defendants' infringing goods and articles be impounded  
 28 and destroyed.

73. At their election, Plaintiffs are entitled to statutory damages, up to the maximum amount of \$150,000 per infringed work by virtue of Defendants' willful infringement, or for such other amounts as may be proper under 17 U.S.C. § 504.

74. Plaintiffs further are entitled to recover their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

75. As a direct and proximate result of the foregoing acts and conduct, Plaintiffs have sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. Unless enjoined and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C. § 502 to prevent or restrain infringement of the copyrights, including enjoining any use or exploitation by Defendants of their Infringing Service.

## **SECOND CLAIM FOR RELIEF**

***(By All Plaintiffs Against All Defendants)***

### **Contributory Copyright Infringement**

76. Plaintiffs incorporate herein by reference each and every averment contained in paragraphs 1 to 63, inclusive.

77. With respect to all incidents of infringement as to which Defendants claim that third parties, and not Defendants themselves, are directly liable for infringing Plaintiffs' exclusive rights under the Copyright Act, Defendants are knowingly and materially contributing to such infringement.

78. Defendants have actual knowledge of infringement by third-party subscribers. Defendants systematically offer for sale thousands of live television channels, movies, and television series containing Copyrighted Works that can only be lawfully accessed through a limited number of legitimate services, in specific geographic regions, and in specific content packages. Defendants know that third parties are not authorized to reproduce Plaintiffs' Copyrighted Works and are not

1 authorized to publicly perform Copyrighted Works by streaming these channels.  
2 Still, Defendants sell access to these streams to their own subscribers. Defendants  
3 also facilitate access to the streams through their Infringing Domains, which, as  
4 explained above, permit users to purchase subscriptions and download supported  
5 third-party IPTV players through which subscribers can then stream content.  
6 Defendants know, from among other sources DeBarr's correspondence with  
7 Plaintiffs, that their subscribers have no authorization to receive the streams of the  
8 Copyrighted Works he provides to those subscribers.

9       79. Defendants materially contribute to the infringement of the third-  
10 party subscribers. Defendants configure and promote the use of the Infringing  
11 Service (including both IPTV and VOD content) to connect subscribers to  
12 unauthorized streams of Plaintiffs' Copyrighted Works. To the extent any of the  
13 Copyrighted Works available through the Infringing Service have been uploaded to  
14 the internet through third parties, the third parties behind these unauthorized streams  
15 control the facilities and equipment used to copy and stream performances of  
16 Plaintiffs' Copyrighted Works. Those third parties directly infringe Plaintiffs'  
17 exclusive reproduction and public performance rights by copying, redistributing,  
18 and publicly performing the Copyrighted Works without Plaintiffs' authorization.  
19 By operating the Infringing Service and supplying the IPTV and VOD content,  
20 Defendants facilitate, encourage, and enable the direct infringement of Plaintiffs'  
21 Copyrighted Works.

22       80. Defendants' knowing and material contribution to the infringement of  
23 Plaintiffs' rights in each Copyrighted Work constitutes a separate and distinct act of  
24 infringement.

25       81. Defendants' knowing and material contribution to the infringement of  
26 the Copyrighted Works is willful, intentional, purposeful, and in utter disregard of  
27 Plaintiffs' rights.

28       82. As a direct and proximate result of Defendants' infringement,

1 Plaintiffs are entitled to damages and Defendants' profits in amounts to be proven at  
2 trial.

3 83. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are  
4 entitled to an order that Defendants' infringing goods and articles be impounded  
5 and destroyed.

6 84. At their election, Plaintiffs are entitled to statutory damages, up to the  
7 maximum amount of \$150,000 per infringed work, by virtue of Defendants' willful  
8 infringement, or for such other amounts as may be proper under 17 U.S.C. § 504.

9 85. Plaintiffs further are entitled to recover their attorneys' fees and full  
10 costs pursuant to 17 U.S.C. § 505.

11 86. As a direct and proximate result of the foregoing acts and conduct,  
12 Plaintiffs have sustained and will continue to sustain substantial, immediate, and  
13 irreparable injury, for which there is no adequate remedy at law. Unless enjoined  
14 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights  
15 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.  
16 § 502, including enjoining any use or exploitation by Defendants of their Infringing  
17 Service.

### 18 **THIRD CLAIM FOR RELIEF**

19 ***(By All Plaintiffs Against All Defendants)***

#### 20 **Inducement of Copyright Infringement**

21  
22 87. Plaintiffs incorporate herein by reference each and every averment  
23 contained in paragraphs 1 to 63, inclusive.

24 88. To the extent Defendants claim third parties are exercising Plaintiffs'  
25 exclusive reproduction and public performance rights under the Copyright Act,  
26 Defendants intentionally induce such infringement by supplying and promoting the  
27 use of the Infringing Service, which has the singular function of connecting  
28 Defendants' customers to unauthorized online sources that copy and stream

1 Plaintiffs' Copyrighted Works, and by actively inducing, encouraging, and  
2 promoting the use of the Infringing Service for copyright infringement.

3 89. DeBarr's intention to facilitate and promote the infringement of  
4 Plaintiffs' Copyrighted Works is shown by his clear expression through his social  
5 media posts that the Infringing Service will provide DeBarr's customers with access  
6 to Plaintiffs' Copyrighted Works.

7 90. Defendants' intentional and knowing inducement of the infringement  
8 of each Copyrighted Work constitutes a separate and distinct act of infringement.

9 91. Defendants' inducement of the infringement of the Copyrighted  
10 Works is willful, intentional, purposeful, and in disregard of and with indifference  
11 to Plaintiffs' rights. Defendants also know that the conduct by them and the third  
12 parties is infringing.

13 92. Pursuant to 17 U.S.C. § 503 and at their election, Plaintiffs are  
14 entitled to an order that Defendants' infringing goods and articles, should any exist,  
15 be impounded and destroyed.

16 93. As a direct and proximate result of the infringement that Defendants  
17 intentionally induce, Plaintiffs are entitled to damages and Defendants' profits in  
18 amounts to be proven at trial.

19 94. Alternatively, at their election, Plaintiffs are entitled to statutory  
20 damages, up to the maximum amount of \$150,000 per infringed work, by virtue of  
21 Defendants' willful infringement, or for such other amounts as may be proper under  
22 17 U.S.C. § 504.

23 95. Plaintiffs further are entitled to recover their attorneys' fees and full  
24 costs pursuant to 17 U.S.C. § 505.

25 96. As a direct and proximate result of the foregoing acts and conduct,  
26 Plaintiffs have sustained and will continue to sustain substantial, immediate, and  
27 irreparable injury, for which there is no adequate remedy at law. Unless enjoined  
28 and restrained by this Court, Defendants will continue to infringe Plaintiffs' rights

1 in the Copyrighted Works. Plaintiffs are entitled to injunctive relief under 17 U.S.C.  
 2 § 502, including enjoining any use or exploitation by Defendants of their Infringing  
 3 Service.

#### 4 **VIII. JURY DEMAND**

5 97. Pursuant to Rule 38(b), Plaintiffs demand a trial by jury on all claims,  
 6 issues, and damages so triable.

#### 7 **IX. REQUEST FOR RELIEF**

8 For the foregoing reasons, Plaintiffs respectfully request judgment against  
 9 Defendants for the following relief:

10 1. For injunctive relief (a) enjoining Defendants and their officers,  
 11 agents, servants, employees, attorneys, and all persons acting in active concert or  
 12 participation with them, from publicly performing, reproducing, distributing, or  
 13 otherwise infringing in any manner (including without limitation by materially  
 14 contributing to or intentionally inducing the infringement of) any of Plaintiffs'  
 15 rights under the Copyright Act in any of the Copyrighted Works, other copyright  
 16 material owned by Plaintiffs, and other works that Defendants add to the Infringing  
 17 Service in the future, including without limitation by publicly performing or  
 18 reproducing those Copyrighted Works or other copyright material owned by  
 19 Plaintiffs, or by distributing any software or providing any service or device that  
 20 does or facilitates any of the foregoing illegitimate acts; and (b) impounding  
 21 hardware in Defendants' possession, custody, or control, and any and all documents  
 22 or other records in Defendants' possession, custody, or control relating to their  
 23 direct and secondary infringement of the Copyrighted Works and other copyright  
 24 material owned by Plaintiffs.

25 2. For entry of an injunction enjoining the domain name registrars and  
 26 registries for the Infringing Domains and the domains nitroTV-iptv.com,  
 27 gitchtv.com, and iTrustStream.com, as well as all others who receive notice of the  
 28 Court's order, from allowing the Infringing Domains and the domains nitroTV-



1 | iptv.com, glitchtv.com, and iTrustStream.com to be modified, sold, transferred to  
2 | another owner, or deleted.

3 |         3.         For entry of an order requiring the domain name registrars and  
4 | registries for the Infringing Domains, and any additional domain names found to be  
5 | associated with Defendants' operation of the Infringing Service, including but not  
6 | limited to the domains nitroTV-iptv.com, glitchtv.com, and iTrustStream.com, to  
7 | transfer to a registrar to be appointed by Plaintiffs to re-register the domain names  
8 | in Plaintiffs' names, or the name(s) of their designee(s), and under Plaintiffs'  
9 | ownership.

10 |         4.         For entry of an order requiring hosting service providers of websites  
11 | associated with the Infringing Domains, as well as nitroTV-iptv.com, glitchtv.com,  
12 | and iTrustStream.com, to suspend any services to such websites and place an  
13 | administrative lock on the websites to prevent accessing and downloading the  
14 | websites' content or transferring the websites' content to another domain name or  
15 | hosting service.

16 |         5.         For entry of an order requiring that Defendants' infringing goods and  
17 | articles be impounded and destroyed pursuant to 17 U.S.C. § 503.

18 |         6.         For Plaintiffs' damages and Defendants' profits in such amount as  
19 | may be found; alternatively, at Plaintiffs' election, for maximum statutory damages  
20 | or for such other amounts as may be proper pursuant to 17 U.S.C. § 504(c).

21 |         7.         For an accounting, the imposition of a constructive trust, restitution  
22 | of Defendants' unlawful proceeds from copyright infringement, and damages  
23 | according to proof.

24 |         8.         For a declaration that Defendants' activities as alleged herein  
25 | constitute direct and secondary copyright infringement of Plaintiffs' exclusive  
26 | rights under copyright in violation of 17 U.S.C. § 106.

27 |         9.         For prejudgment interest according to law.

28 |         10.        For Plaintiffs' attorneys' fees and full costs incurred in this action

1 pursuant to 17 U.S.C. § 505.

2 11. For all such further and additional relief, in law or in equity, to which  
3 Plaintiffs may be entitled or which the Court deems just and proper.

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5 DATED: March 4, 2025

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